

WAVERLY-SHELL ROCK CSD/JEA 01-01

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PUBLIC EMPLOYMENT
RELATIONS BOARD

MASTER CONTRACT

WAVERLY-SHELL ROCK EDUCATION ASSOCIATION

and the

WAVERLY-SHELL ROCK COMMUNITY SCHOOL DISTRICT

July 1, 2007--June 30, 2008

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ARTICLE I RECOGNITION

The Board of Directors of the Waverly-Shell Rock Community School District hereinafter referred to as the "Board," recognizes the Waverly-Shell Rock Education Association, hereinafter referred to as the "Association," as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board "Order of Certification (Case No. 288)" issued by the Public Employment Relations Board on the 12th day of September, 1975. The unit described in the above certification order is as follows:

INCLUDED: All full-time and regular part-time professional employees including classroom teachers, guidance counselors, librarians and family advocates.

EXCLUDED: Superintendent, principals, vice-principals, school nurse, substitute teachers, all non-professional staff members including secretaries, teacher aides, head custodian, assistant head custodian, custodians, custodian aides, director of food services, cooks, mechanics, bus drivers, and all other employees excluded by Section Four (4) of the Act.

Definitions

1. The term "Board," as used in this Agreement, shall mean the Board of Directors of the Waverly-Shell Rock Community School District or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean all professional employees represented by the Association.
3. The term "Association," as used in this Agreement, shall mean the Waverly-Shell Rock Education Association or its duly authorized representatives.
4. The term "Agreement" shall refer to the total Master Contract.
5. The term "agreement" shall refer to any item(s) less than the Master Contract.

ARTICLE II GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance shall mean a claim that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the employee(s) or the Association registering the grievance.

3. Party of Interest

A "party of interest" is the person(s) registering the grievance, and any person, the Association, or the Board, who might be required to take action or against whom action might be taken in order to resolve the grievance.

- B. The purpose of this procedure is to secure, at the first possible level, equitable solutions to alleged violations, misinterpretation, or misapplication of the provisions of this Agreement. Both parties wish these proceedings to be kept informal and confidential.

C. Procedure

1. First Step

An attempt shall be made to resolve the grievance through an informal discussion between the aggrieved person and his or her principal.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance with his or her principal in writing on Schedule A, and at a mutually agreeable time discuss the matter with the principal. The written grievance shall state the nature of the grievance, noting the specific clause or clauses of the Agreement being questioned, and shall state the remedy requested. Said Schedule A shall be available through the Association and shall be signed by the aggrieved person and the Association. The filing of the formal written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance, or from the time when such event might reasonably have been ascertained to have occurred. The principal shall make a decision on the grievance and communicate this decision, along with the reason(s) in writing to the aggrieved person, and a copy to the Superintendent and to the Association, within ten (10) school days after receipt of the written grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved person or the Association shall file, within five (5) school days of the principal's written decision at the second step, a written copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved person and Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall file an answer, along with reason(s) within ten (10) school days of the third step grievance meeting and communicate it in writing to the aggrieved person, a copy to the principal, the Association, and to each Board member.

4. Fourth Step

If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of binding arbitration. On behalf of the Association and the aggrieved person, the Association may submit in writing a request to the Superintendent, within thirty (30) days from receipt of the Step 3 answer, to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association, the Federal Mediation and Conciliation Service, or the Public Employment Relations Board, will be requested to provide a list of five (5) arbitrators. The parties shall determine by lot who shall remove the first name and will do so within two (2) days of receipt of the list. The parties shall then alternately strike one name at a time until one name shall remain, and will do so within five (5) days of receipt of the list. The remaining name shall be the arbitrator. The arbitrator shall give written explanation and inform the parties concerning the decision. The decision of the arbitrator shall be binding on both parties.

All costs for arbitration shall be borne equally by the Board and the Association except the cost of any representatives of each party shall be borne by the party.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be limited to deciding only the issue or issues presented to him in writing by the Board and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

D. Rights of the Aggrieved Person

1. Representation

An aggrieved person may be represented at all stages of the grievance procedure by herself or himself, or at the option of the aggrieved person by a representative selected or approved by the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest.

2. Released Time

It is the desire of the Board and the Association that all grievance meetings and hearings shall be held at mutually agreed upon times outside of the regular work day. However, if such meetings and hearings are mandated by the arbitrator during regular school hours, the aggrieved person and representative shall be released without loss of compensation.

E. Miscellaneous

1. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to an aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Time Limits

The time limits specified may be extended by mutual agreement.

F. If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

SCHEDULE A
GRIEVANCE REPORT

Date filed

School District

Distribution of Form

Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

Second Step

A. Date Violation Occurred

B. Section(s) of Contract or Policy Violated

C. Statement of Grievance*

D. Relief Sought*

Signature

Date

Association Signature

Date

E. Disposition by Principal or Immediate Supervisor

Signature of Principal
or Immediate Supervisor

Date

* If more space is required, attach additional sheets.

ARTICLE III REDUCTION AND REALIGNMENT OF STAFF

A. Coverage

All employees under this Agreement.

B. Definition

When one or more employees are to be laid off because of a decline in enrollment, reduction of program or changes in curriculum, or budget limitations, the Board shall determine the area(s), level(s), or program(s) in which the reduction in staff will take place. The following sequential procedure shall determine the employee(s) to be laid off in the area(s), level(s), or program(s) thus determined.

1. Attrition

The Board shall attempt to accomplish such reduction by the normal turnover due to retirement, resignation, transfer, etc.

2. Employees with emergency and/or temporary certification.

3. Seniority

Employees with the least seniority shall be terminated first. Seniority is defined as the number of years of professional service within the Waverly-Shell Rock Community School District.

4. Reduction Pools

When a reduction in force is needed at a specific curricular area or level, the following pools shall be established. The Board shall terminate the employee with the least seniority first within each pool.

a. K-6, including Chapter One reading teachers

b. 7-12 curricular and subject areas

c. K-12 physical education, library and media, vocal music, instrumental music (band), string music, art, guidance, talented and gifted, special education and at-risk.

d. Family advocate

When a reduction in force is needed at the junior high level (7-8) and the least senior employee is an elementary certified teacher, that teacher will be deemed a member of the pool in 4a, and the reduction shall come from that pool. If the least senior employee is a secondary certified teacher, that teacher will be deemed a member of the pool in 4b, and the reduction shall come from that pool.

5. Educational Preparation

In those situations where seniority cannot be the sole criterion, educational preparation shall be applied. Education preparation shall apply in accordance with the adopted salary guide with those employees with the least education laid off.

- a. BA Degree
 - b. BA + 15
 - c. BA + 30
 - d. MA Degree
 - e. MA + 15
 - f. MA + 30
6. Evaluation of employee effectiveness shall be considered in those situations where determination cannot be made solely through application of the above steps.

C. Notification

1. The administration shall provide written informal notice to affected employees and to the Association of such possible reductions of staff that may become effective the following year.
2. The above notice shall be given to potentially affected personnel by April 1 of each year.
3. Should personnel designated by the Board for termination not give their written resignations by April 15 of each year, the Board shall provide for termination under Section 279.13 of the Code of Iowa.

D. Recall Provisions

Any employee terminated pursuant to need for cutting of staff positions will be recalled if there is a vacancy in his or her curricular and subject area and level as contained in Section B-4 of this Article, for a period of three (3) years if the employee makes such desire known to the Superintendent in writing by certified mail. Notice of recall will be given by certified mail to the last address given to the Board by the employee. A copy of the recall will be given to the Association. An employee must respond by certified mail postmarked within ten (10) calendar days after receipt of the above notice of recall. Upon failure to reply the employee will be deemed to have refused the position offered and will be dropped from the recall list. Employees shall be recalled in reverse order of their termination. The Board will provide the Association, upon request, a current list of those who have retained rights provided by this article.

E. Benefits

The employee who is re-employed for a position after termination because of changing personnel needs shall be placed on the salary schedule at the step above the one in effect at the time of departure, plus experience in another school within guidelines of Board policy.

F. Other

Any employee who resigns upon request for reasons of staff reduction or realignment, or who is terminated under Section 279.15 of the Code of Iowa for these reasons, shall be accorded recall rights provided by this policy unless specifically waived in writing.

- G. When the administration has determined that reduction and/or realignment of staff is necessary, all provisions of this article shall be followed prior to any application of the provisions of Articles XV Voluntary Transfer and XVI Involuntary Transfer of this agreement.

ARTICLE IV EVALUATION

A. Evaluation In-Service

1. The district shall provide all certified staff with the opportunity to be in-serviced on the Iowa Teaching Standards and criterion prior to the district's implementation of the Individual Career Development Plans and/or Performance Reviews.

B. Orientation Procedures

1. District administration shall provide all certified staff with an orientation to the procedures for developing Individual Career Development Plans by September 30 of each school year.
2. District administration shall provide all individuals scheduled for a Performance Review with an orientation to the Performance Review procedures by September 30 of each school year.
3. When a teacher is assigned to more than one building, the teacher shall be assigned one (1) evaluator. This assignment shall be made and conveyed to the teacher by September 30.

C. Individual Career Development Plans

1. Each teacher shall draft and submit an annual Individual Career Development Plan (may be part of a group) by March 1.
2. The evaluator will review the plan, jointly modify the plan as needed, and approve the plan within twenty (20) school days of its submission. Both the teacher and evaluator will have a copy of the plan.
3. Modification of the plan can be made at any time by mutual agreement between the teacher and evaluator. The teacher and evaluator shall sign and date the modification.
4. The evaluator and the teacher shall establish a mutually agreed upon time for an annual conversation to review progress in meeting the goal(s) in the plan. At the conclusion of this conversation, a copy of the Individual Career Development Plan shall be signed and dated prior to being placed in the teacher's personnel file.

D. Performance Review for On-Cycle Teachers

1. Each career teacher shall have a performance review at least once every three (3) years. When a teacher is assigned to more than one building, the teacher shall be assigned one (1) evaluator.
2. The evaluator shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review.
3. Classroom Observations for Performance Review
 - a) Criteria for Performance Review Observations:
 - 1) Shall occur between September 8 and April 30.
 - 2) Shall not be conducted the day before or after a day of vacation unless mutually agreed upon.
 - 3) The initial scheduled classroom observation shall:
 - Be a continuous observation of at least thirty (30) minutes in length,
 - Occur on a mutually selected date, and
 - Be conducted by November 30.
 - 4) An optional second observation, either scheduled or unscheduled, may be conducted by March 1. Either the teacher or evaluator can request additional scheduled observations during this time.
 - 5) The evaluator shall communicate an approximate window of time in which an unscheduled observation could take place.
 - b) The evaluator and teacher shall mutually agree upon dates for scheduled observations and post-conferences. The post-conference conversation must be no later than ten (10) school days following the observation.
 - c) The evaluator's written observation comments shall be reviewed at the post-conference conversation. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.
 - d) As part of the post conference conversation, the evaluator shall provide feedback to the teacher on the observation notes and the Body of Evidence developed by the teacher to address the criteria of the Iowa Teaching Standards.
 - e) By December 15, the teacher and evaluator shall meet to discuss the teacher's current status in meeting the eight (8) Iowa Teaching Standards and addressing the 42 criteria.

- f) The teacher and evaluator shall meet as needed to review any additional documentation and continue to discuss the teacher's status in documenting the eight (8) Iowa Teaching Standards.

4. Summative Reflection/Performance Review

- a) The evaluator shall complete the Evaluator sections of the Summative Reflection on the IA Teaching Standards and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Summative Reflection on the Iowa Teaching Standards at least one (1) day prior to the meeting which must be held by April 30.
- b) For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next Individual Career Development Plan. This conference can be included as part of the post-observation conference conversation. Both the evaluator and the teacher shall sign and date the Summative Reflection on the Iowa Teaching Standards. This should occur by April 30, or an extended date through mutual agreement.
- c) If an evaluator indicates that the teacher's BOE has not met one or more of the Iowa Teaching Standards, then those standards not being met must be identified on the Summative Reflection on the Iowa Teaching standards form. The information and evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to provide a written response to this review.
- d) As a result of the Summative Reflection/Performance Review conversation, one of the following actions will occur:
 - 1) The evaluator will indicate that the teacher has met all Standards.
 - 2) Based on the evaluator's determination that one or more of the Standards has not been met, the evaluator and teacher will develop a Career Teacher Job Target Plan. If the evaluator and teacher decide that proficiency could be shown on all the Standards within a two to three (2-3) week extension, they may reschedule another and final conference prior to the end of that school year.

E. Career Teacher Job Target Plan

- 1. The career teacher job target plan is designed to provide clear intervention for teachers whose BOE has not met one or more of the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing support.

2. Support Procedures

- a) The support procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present to and discuss with the teacher the Job Target Plan which identified actions for the teacher to complete for the purpose of improving performance identified as unsatisfactory.
- b) The Job Target Plan will require conferencing with the teacher, observations, a timeline, and follow-up activities.
- c) After the Job Target Plan has been completed, or upon receipt of a written request from a teacher to discontinue the process, the evaluator shall make one of the following recommendations:
 - 1) All Standards Met: Concern resolved, the teacher returns to the individual career development plan only.
 - 2) Standard(s) Not Met: Progress noted, a new Job Target Plan is developed.
 - 3) Standard(s) Not Met: Concern not resolved, a recommendation will be made to place the teacher on Intensive Assistance.

This entire process can not extend longer than Twelve (12) months.

- d) The evaluator shall share with the teacher the completed Job Target Plan, including the information and evidence used to make this recommendation. The teacher has the right to respond to the recommendations in writing.

F. Representation

The teacher may have a representative present at any meeting involving the performance review or other evaluation.

G. Evaluation Summary

All evaluations shall be fair and accurate.

ARTICLE V ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall have the right to use school buildings and facilities at reasonable times before or after school hours. The Association shall schedule the use of school facilities through the appropriate building administrators.

Equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and audio-visual equipment shall be available to the Association when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

B. Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards provided in each school building in areas designated for employee use such as teacher lounges and workrooms. The Association may use the district mail service and employee mailboxes for communications to employees.

C. Access to Members

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times before or after school hours.

D. Board Meetings

The Association may be placed on the agenda of any Board meeting, the same as any other group or individual, by notifying the Superintendent of any matter it wishes to bring before the Board. The Association will be notified of its time on the agenda prior to the meeting.

ARTICLE VI DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. It shall be the responsibility of the Association to inform members of the dues deduction system, and to provide necessary authorization cards for the deduction. The word "dues" shall not be construed as including initiation fees, special assessments, back dues, or fines.

B. Regular Deduction

Pursuant to a payroll deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year. The authorization card must be returned to the Board no later than ten (10) days before the end of the pay period in order for dues deduction to commence with that month's payroll. Dues deduction may begin in either September or January of any school year.

C. Pro-Rated Deduction

Employees who begin payroll dues deduction after September, or who receive less than twelve (12) regular paychecks, shall have the total dues pro-rated on the basis of the months of employment during the contract year.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

E. Termination

Any employee who terminates employment prior to June shall provide verification from the Association to the Board that dues are paid in full or that satisfactory arrangements have been made therefore.

F. Board Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of application of the provisions in the Agreement between the parties for dues deductions.

ARTICLE VII OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities, Waverly-Shell Rock Area United Way Fund or any other plans or programs jointly approved by the Association and the Board. The minimum amount of each payroll deduction shall be two dollars (\$2.00) per month.

ARTICLE VIII SICK LEAVE

A. Accumulative Benefits

All employees shall be entitled to the number of sick leave days for personal illness or disability according to the following schedule.

The first year of employment	- 10 days
The second year of employment	- 11 days
The third year of employment	- 12 days
The fourth year of employment	- 13 days
The fifth year of employment	- 14 days
The sixth and subsequent year of employment	- 15 days

Sick leave days shall be granted for each consecutive school year of employment as of the first official day of said school year whether or not the employee reports for duty on that day. The Board may require such reasonable evidence as it may desire confirming the necessity for such leave. The absence of an employee due to personal illness shall be deducted from that employee's current year's entitlement of sick leave days until such time as said entitlement is exhausted, at which time deduction will begin from the employee's unused sick leave accumulated from prior years. Unused sick leave shall be accumulated from year to year up to a maximum of 120 days. The minimum usage of sick leave shall be a half day.

B. Notification of Accumulation

An employee may review the official accounting of personal accumulated sick leave days at the end of each school year.

C. Sick Leave Bank

When all of a teacher's sick days are exhausted, the teacher may submit a written request to the superintendent for up to an additional 10 sick days. The additional sick days would then be deducted from the teacher's allotment of sick days for the next year. A teacher may not request additional unaccumulated sick days in two consecutive years. If the teacher ends employment with W-SR before the balance of sick leave days are earned, the teacher must repay the district at the per diem rate of the year in which the days were used.

D. Extended Leave

An employee who is unable to work because of personal illness or disability; or the illness, disability, or death of a member of his immediate family; and who has exhausted all sick leave available, shall upon written request of the employee be granted a leave of absence

without pay for the duration of such illness or disability of up to one year. Such leave of absence may be renewed by mutual agreement between the employee and the Board.

The Board agrees to continue all fringe benefits provided by this Agreement and in addition *any present insurance programs in effect through Board action, for the duration of said leave.* Said employee shall pay the cost of such benefits.

The provisions of the Family Medical and Leave Act shall in no way reduce or adversely impact any provisions of this Agreement.

ARTICLE IX TEMPORARY LEAVES OF ABSENCE

A. Paid Leave

As of the beginning of each school year, employees will be entitled to the following temporary non-accumulative leaves of absence each school year.

1. Personal

Since there are occasional circumstances of a personal nature that may require an employee to be absent from work and for which no other provision is made, each employee shall be granted two (2) days personal leave upon notifying the building principal in writing a minimum of two (2) days in advance of the desired leave, except in cases of an emergency preventing such notice. Since it is the belief of the Board that the presence of the regular classroom teacher is important to the education of the students, an employee who has two (2) unused personal leave days at the end of the school year will have an amount equal to two (2) days at the current rate of substitute pay added to his July check, and an employee who has one (1) unused personal leave day at the end of the school year will have an amount equal to one day at the current rate of substitute pay added to his July check. Employees may carry two (2) unused personal days into the succeeding school year. Half days will not be carried over. A maximum of four (4) paid personal days will be available to employees in any given school year. However, one (1) additional day may be requested in any given school year to be deducted from the employee's salary at the current rate of substitute pay. The days may be used consecutively, but if the use of one or more of these days is immediately before or after a scheduled holiday, vacation period, or on a Parent-Teacher Conference Day, the approval of the building principal is required. The minimum usage of personal leave shall be one-half (½) day.

Total employee requested leave under this personal leave section in any one building shall not exceed a number greater than twenty percent (20%) of that building staff, or a minimum of two (2) employees. An exception may be made with the approval of the building principal, and such decision will not be grievable. If total employee requests for a given day exceed twenty percent (20%) of the building staff as stated above, the requests will be honored in the order in which the written notice is received by the building principal.

2. Jury and Legal

Any employee called for jury duty during school hours or who is subpoenaed to appear in any judicial proceedings, shall be provided such time. Any fees or non-travel remuneration the employee receives during such leave shall be turned over to the Waverly-Shell Rock Community School District.

3. Association

The Waverly-Shell Rock Education Association shall have up to six (6) days available for representatives of the Association to attend conventions of the area, state, and national affiliated organizations.

4. Professional

At the beginning of each school year, each employee shall be credited with at least two days to be used for the employee's professional leave. Two professional leave days may be used for education purposes at the discretion of the employee.

Any additional professional leave days are to be mutually planned by the employee and the principal, and must have the approval of the superintendent.

The employee planning to use a professional leave day shall notify his or her principal at least one week in advance of the absence. Professional days shall be used for the purpose of:

- a. Visitation to view other instructional techniques or programs.
- b. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

An employee may volunteer to pool his/her professional leave day(s) with other employees. Pools may be established by grade level, department level, curricular area, or building level. Pool membership will be communicated by a member of a pool to the building principal by October 1 of each school year. Members of each pool will determine the allocation of pooled days. No employee shall be allocated more than five (5) days in a school year. Use of three or more consecutive days will require prior approval of the principal. The decisions of the pool members and principal shall not be grievable.

5. Bereavement

Up to five (5) consecutive days of leave per loss shall be granted at any one time in the event of the death of an employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the immediate household. Up to three (3) consecutive days of leave per loss shall be granted in the event of the death of an employee's grandfather or grandmother. Employees shall be granted up to one (1) day in the event of the death of a close friend or relative outside the employee's immediate family as defined above. In the event of the death of any employee or student in the Waverly-Shell Rock Community School District, the principal or immediate supervisor of said employee or students shall grant to an appropriate number of employees sufficient time to attend the funeral.

6. Emergency Leave

Seven (7) days emergency leave may be taken by an employee for serious illness in his immediate family--husband, wife, child, grandchild, parent, parent-in-law, brother,

sister, son-in-law, daughter-in-law, or a member of the immediate household. Doctor, dentist, eye doctor, or other such appointments shall not be considered emergencies. However, in the case of a chronic illness requiring specialist care, or in the case of a recurring problem leading to an examination appointment at a specialty medical center, the emergency leave will apply. Three (3) days with full pay and four (4) days with cost of a substitute deducted.

In case of unusual circumstances the employee may request in writing additional days of emergency leave, with cost of substitute to be deducted. Each such request for additional emergency leave will be reviewed and acted upon by the administration and Board of Education.

7. Other

Other temporary leaves of absence with pay may be granted by the principal for good reason. Such decisions by the principal shall not be grievable.

B. Unpaid Leave

1. Religious

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the principal, and such absence shall be without pay.

2. Other

Other temporary leaves of absence may be granted for a limited period of time at the discretion of the principal. Such decisions by the principal shall not be grievable.

ARTICLE X WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule B, and is attached hereto and made a part thereof.

B. Placement on Salary Schedule

1. Position on salary schedule

Each present employee shall be placed on his or her proper step on the salary schedule as of the effective date of this Agreement.

2. Credit for Experience

New employees shall be given one (1) year of credit for each year of teaching experience, up to the tenth (10) step of any educational lane on the employee salary schedule, for previous teaching experience as a full-time faculty person in state department of education approved elementary, junior high or senior high schools, and in accredited technical schools, junior colleges, senior colleges and universities. Credit for experience other than full-time may be granted, the amount to be determined on an individual basis at the time of employment. In instances where vocational teachers have been required by the State Department to fulfill work experience qualifications, up to two (2) years of credit may be granted for such experience.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Waverly-Shell Rock Community School District for a minimum of one semester. An employee advancing from Step 5 to Step 6 on the schedule must have completed a minimum of six (6) semester hours of graduate credits in the employee's area of specialization or other area approved by the Superintendent or designee. Course work must have been started not more than five (5) years prior to October 1 of the current contract year, and completed not later than October 1 of the current contract year. Exceptions to the graduate credits requirement necessitate Board and Superintendent approval.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. Employees must file an intent with the business manager to move to a higher educational lane no later than June 1 of the preceding year. Failure to file an intent will result in no movement. For an employee to advance from one educational lane to another, he shall file suitable evidence of additional educational credit with the Superintendent no later than October 22 for fall semester and February 22 for spring semester and pay adjustments shall be retroactive to the beginning of the same semester; if the payroll is in the process of being run when the individual turns in the credit in October or February, the payroll increase will appear in the payroll check the following month. Said educational credits shall be graduate credits.

D. Method of Payment

Each employee shall be paid in twelve (12) equal installments on the 22nd of each month. Employees shall receive their checks at their regular building and on regular school days. When a pay date falls on a weekend or a school holiday, employees shall receive their pay checks on the last previous working day. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. Longevity Increment

Employees who have reached their maximum vertical step on the salary schedule and have completed a total of fifteen (15) years of educational experience on the B.A., B.A.+15, and B.A.+30 lanes and sixteen (16) years of educational experience on the M.A., M.A.+15, and M.A.+30 lanes, shall receive an annual longevity payment of \$1,100. This amount shall be increased to \$1,200 after eighteen (18) years experience and to \$1,300 after twenty-one (21) years experience.

SCHEDULE B**SALARY SCHEDULE
2007-2008**

Schedule Step	C Base	B.A.	Diem	Add'l	B.A.+ 15 Hrs.	Diem	Add'l	B.A.+ 30 Hrs.	Diem	Add'l	M.A.	Diem	Add'l	M.A.+ 15 Hrs.	Diem	Add'l	M.A.+ 30 Hrs.	Diem	Add'l
1	28,214	28,214	147	28,361	29,343	153	29,496	30,471	159	30,630	31,600	165	31,765	32,728	170	32,898	33,857	176	34,033
2	29,343	29,343	153	29,496	30,471	159	30,630	31,600	165	31,765	32,728	170	32,898	33,857	176	34,033	34,985	182	35,167
3	30,471	30,471	159	30,630	31,600	165	31,765	32,728	170	32,898	33,857	176	34,033	34,985	182	35,167	36,114	188	36,302
4	31,600	31,600	165	31,765	32,728	170	32,898	33,857	176	34,033	34,985	182	35,167	36,114	188	36,302	37,242	194	37,436
5	32,728	32,728	170	32,898	33,857	176	34,033	34,985	182	35,167	36,114	188	36,302	37,242	194	37,436	38,371	200	38,571
Six (6) Semester Hour Credit Barrier																			
6	34,139	34,139	178	34,317	35,268	184	35,452	36,396	190	36,586	37,525	195	37,720	38,653	201	38,854	39,782	207	39,989
7	35,268	35,268	184	35,452	36,396	190	36,586	37,525	195	37,720	38,653	201	38,854	39,782	207	40,273	41,192	215	41,407
8	36,396	36,396	190	36,586	37,525	195	37,720	38,653	201	38,854	40,346	210	40,556	41,475	216	41,691	42,603	222	42,825
9	37,525	37,525	195	37,720	38,653	201	38,854	39,782	207	39,989	41,757	217	41,974	42,885	223	43,108	44,014	229	44,243
10	38,653	38,653	201	38,854	39,782	207	39,989	40,910	213	41,123	43,167	225	43,392	44,296	231	44,527	45,707	238	45,945
11	40,064	40,064	209	40,273	41,192	215	41,407	42,321	220	42,541	44,578	232	44,810	45,707	238	45,945	47,400	247	47,647
12	41,475	41,475	216	41,691	42,603	222	42,825	43,732	228	43,960	45,989	240	46,229	47,400	247	47,647	49,092	256	49,348
13	42,885	42,885	223	43,108	44,014	229	44,243	45,142	235	45,377	47,400	247	47,647	49,092	256	49,348	50,785	265	51,050
14	44,296	44,296	231	44,527	45,425	237	45,662	46,553	242	46,795	48,810	254	49,064	50,785	265	51,050	52,478	273	52,751
15					46,835	244	47,079	47,964	250	48,214	50,221	262	50,483	52,478	273	52,751	54,171	282	54,453
16											51,632	269	51,901	54,171	282	54,453	55,864	291	56,155

Any reduction or increase in Phase I and/or Phase II dollars by any governmental act or agency shall result in an equal dollar reduction or increase on the salary schedule.

DEFINITION OF EDUCATIONAL LANE

B.A. Schedule shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

B.A. + 15 and + 30 Schedule shall apply to all employees possessing appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

M.A. Schedule shall apply to all employees possessing a Master's Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

M.A. + 15 and + 30 Schedule shall apply to all employees possessing appropriate semester credit hours beyond a Master's Degree from an accredited college or university and holding a Provisional or Permanent Teaching Certificate.

ARTICLE XI SUPPLEMENTAL PAY

A. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the activities listed in Schedule C are official school-sponsored activities. A copy of Schedule C is attached to and made a part of this Agreement.

2. Rates of Pay

- a. Salaries for activities listed in Schedule C will be determined by multiplying the percentage given for that duty by the vertical position in the co-curricular column of Schedule B. The coaching salary will be determined by the number of years experience as a coach for that sport. The co-curricular salary will be determined by the number of years as a supervisor for that activity.
- b. Employees participating in extra-duty activities as shown on the season work schedules prepared by the administration shall be compensated at the rate of seven dollars and fifty cents (\$7.50) per hour, with a maximum of six (6) hours compensation for any one assignment. A pool of employees who desire to participate in assignments for such extra-duty activities will be established at the beginning of the school year. Assignments for such duties will be made first from the employee pool. If situations arise where there are not enough employees in the pool to staff an activity, the administration may fill the extra-duty position with other school personnel, school patrons, booster club members or other available persons willing to fill the position.
The employee shall be responsible for securing his or her substitute and shall inform the senior high school associate principal of the name of the substitute prior to the date of the event. The substitute shall be a member of the teaching staff or other previously employed person. A previously employed person shall mean one who has worked at an extra-curricular activity in the current school year.
- c. Chaperons assigned for pep buses and music activity trips outside of regular school hours shall be paid at the rate of seven dollars and fifty cents (\$7.50) per hour, with a maximum of forty-five dollars (\$45.00) per assignment.

3. Exceptions

All jobs listed on Schedule C will not be included on the seasonal work schedule.

4. Method of Payment

Payment shall be made with the regular payroll check within sixty (60) days after the completion of each seasonal work schedule.

B. Continuing College and University Education

1. Application

An employee who plans to enroll in a course or seminar at an accredited college or university, and who desires such course or seminar work to apply toward a continuing education stipend and educational lane change on the salary schedule, shall file written notification, not later than one (1) week after the first class session. The written notification shall state the name of the college, course title, course number if available, and whether the course is for a graduate or undergraduate credit. A letter of approval or disapproval shall be sent to the applicant not later than ten (10) calendar days after receipt of the application.

2. Approval

A maximum of eight (8) semester hours credit for continuing education in the employee's area of specialization or other area approved by the Superintendent or designee will qualify for a continuing education stipend in any one year--one year to be defined as September 1 to August 31.

3. Remuneration

Upon presenting evidence of successful completion of any course or seminar, the employee is to receive a stipend from the Board in the amount of seventy-five dollars (\$75.00) per semester hour and appropriate credit toward an educational lane change on Schedule B. Credit hours reimbursed under the district's Phase III plan do not qualify for a continuing education stipend. The stipend shall be paid in one (1) sum no later than sixty (60) days following presentation of evidence of completion.

C. In-district Employee Travel Expenses

Employees who may be requested to use their automobile in the performance of their duties and employees who are assigned to more than one (1) school building per day, shall be granted a yearly travel allowance that approximates twenty-six cents (26¢) per mile for all driving done between arrival at their assigned school building and return to their assigned school building payable in one (1) sum with the July check.

SCHEDULE C

- A. The salary for each of the duties listed below may be determined by multiplying the percentage given for that duty by the vertical position (step) in the BA base column of the salary schedule (Schedule B).

ATHLETIC COACHING

- | | |
|---|------|
| a. <u>Head Coach</u> | |
| Football, basketball, wrestling | 12.5 |
| Baseball | 10.5 |
| Track | 10.5 |
| Tennis, cross country | 7.0 |
| Golf, boys | 7.0 |
| Golf, girls | 7.0 |
| Golf, boys and girls | 9.0 |
| Softball | 10.5 |
| Athletic Director | 12.5 |
| Volleyball | 10.5 |
| Soccer | 10.5 |
| b. <u>Varsity Assistant</u> | |
| Softball | 7.5 |
| Football, basketball, wrestling | 8.25 |
| Baseball, track | 7.5 |
| Volleyball | 7.5 |
| Soccer | 7.5 |
| Tennis | 4.5 |
| Golf | 4.5 |
| c. <u>Sophomore Coach</u> | |
| Football, basketball | 8.0 |
| Baseball, volleyball | 7.5 |
| d. <u>Sophomore Assistant</u> | |
| Football, basketball | 7.0 |
| e. <u>Freshman Coach</u> | |
| Football, basketball, wrestling, volleyball | 7.5 |
| Baseball | 6.5 |
| Softball | 6.5 |

f.	<u>Freshman Assistant</u>	
	Football, basketball	6.5
g.	<u>Junior High Coach</u>	
	Football, basketball, wrestling	6.5
	Track, cross country	5.5
	Athletic Director	8.0
	Volleyball	5.5
h.	<u>Junior High Assistant</u>	
	Football, basketball, wrestling	5.5
	Track	4.0
	Volleyball	4.5

CO-CURRICULAR SUPERVISION (SR. HIGH)

a.	<u>Drama, Speech</u>	
	Fall musical	3.75
	Fall musical assistant	2.0
	Spring play	3.75
	Spring play assistant	2.0
	Technical drama assistant	5.5
	Speech	5.5
	Speech assistant	2.5
b.	<u>Publication</u>	
	Newspaper	6.0
	Annual	6.0
	Annual photographer	4.0
c.	<u>Music</u>	
	Band	12.5
	Band Assistant	3.0
	Vocal	11.0
	Strings	6.0
d.	Student Council Sponsor	2.5
e.	Cheerleaders	7.0
f.	Dance Team	6.0

- g. Wilderness Experience
 - Lead teacher 4.0
 - Assistant 3.0
 - Instructor 2.0
- h. National Honor Society Sponsor 2.0
- i. Academic Coaching (total package) 8.0

CO-CURRICULAR SUPERVISION (JR. HIGH)

- a. Cheerleaders 3.0
- b. Music
 - Instrumental 8.0
 - Instrumental Assistant 2.0
 - Vocal 8.0
- c. Student Council Sponsor 1.5

CO-CURRICULAR SUPERVISION (ELEMENTARY)

- a. Music
 - 6th Grade Band 2.5
 - 6th Grade General Music 2.5

ARTICLE XII NEW PROFESSIONALS MENTORING PROGRAM

A. Definitions:

1. **New Professional Mentoring Program**
Waverly-Shell Rock Community School District's program of support and assistance for New Professionals.
2. **New Professional**
Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.
3. **Instructional Mentor**
A teacher selected in consultation with W-SREA, who has been trained and assigned to provide assistance to a New Professional in the District's New Professional Mentoring Program.

B. Wages

1. **Instruction Mentor**
Each instructional mentor shall receive compensation consistent with funding provided by the State per semester for mentoring one New Professional. If the State funding is less than that provided during the 2001-2002 school year, the Mentor may refuse to serve in this role.
An Instructional Mentor shall mentor no more than one New Professional each semester.
Training and required District mentoring meetings outside the regular workday and/or the 192-day contract year shall be paid using the prescribed state funding formula for mentors.
2. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.
3. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.
4. An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licensure of a New Professional.
5. Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

C. Process for dissolving mentoring partnerships

If a Mentor/New Professional team experience difficulty or the professional relationship is not working, either the mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) working days.

D. Per Diem Pay

The 2006-2007 Association proposal is based on 192-contract days. Any days beyond the stated contract days shall be paid per diem.

ARTICLE XIII INSURANCE

The Board agrees to the following insurance coverage for all employees. A full-time employee is defined as an employee whose regularly assigned working hours include a minimum of thirty (30) hours per week. A part-time employee is defined as an employee who serves more than seventeen and one-half hours (17½) but less than thirty (30) hours per week during the academic year.

Part-time employees shall have the option of participating in the following insurance coverages at a pro-rated cost, with the Board paying a percentage based on a forty (40) hour work week.

A. Health Insurance

1. Individuals covered by this contract have the choice of taking either a single plan or a family plan, depending on their individual circumstances. The Board of Education agrees to pay three hundred seventy-five dollars and thirty-four cents (\$375.34) each month toward a single plan for the individuals, covered by this contract, that work 30 hours per week (75% time) or more. The school offers three group health care plans as follows:
 - a. PPO \$250/\$500
 - Deductible: \$250 single per year
\$500 family per year
 - Out-of-pocket maximum: \$1,000 single per year
\$2,000 family per year
 - The Board of Education agrees to reimburse covered individuals for their first \$200 (single) or \$400 (family) deductible, on the W-SR plan, when met as verified by the insurer as evidenced on the EOB (Explanation of Benefits).
 - Please see the insurance handbook for coverage details.
 - b. PPO \$500/\$1,000
 - Deductible: \$500 single per year
\$1,000 family per year
 - Out-of-pocket maximum: \$1,000 single per year
\$2,000 family per year
 - The Board of Education agrees to reimburse covered individuals for their first \$200 (single) or \$400 (family) deductible, on the W-SR plan, when met as verified by the insurer as evidenced on the EOB (Explanation of Benefits).
 - Please see the insurance handbook for coverage details.
 - c. PPO \$1,500/\$3,000
 - Deductible: \$1,500 single per year
\$3,000 family per year
 - Out-of-pocket maximum: \$3,000 single per year
\$6,000 family per year

- The Board of Education agrees to reimburse covered individuals for their first \$200 (single) or \$400 (family) deductible, on the W-SR plan, when met as verified by the insurer as evidenced on the EOB (Explanation of Benefits).
- Please see the insurance handbook for coverage details.

Any reduction in benefits will be mutually agreed upon unless benefits are reduced by the insurance carrier. In those cases where both husband and wife are full-time employees covered under the terms of this agreement, the Board will pay only the family plan premium for only one of the husband-wife team.

2. Each new employee and those employees desiring a change shall choose either the single plan coverage or the family plan coverage by September 1 of each school year. The plan in effect on September 1 may be changed on July 1. In the event of a marriage, birth, death, legal separation, college graduation, sixty-fifth birthday, medicare disability or unemployment of a spouse the plan in effect may also be changed.

B. Life Insurance

The Board will provide term life insurance for the employee in the amount of twenty-five thousand dollars (\$25,000), double for accidental death, and make available as a payroll deduction dependent term life insurance in the amount of five thousand dollars (\$5,000) for the spouse and two thousand five hundred dollars (\$2,500) for each dependent child, under the provisions of the present insurance coverage.

Employees covered by the terms of this contract shall, at their own expense, have the right to purchase additional term life insurance in ten thousand dollars (\$10,000) increments, not to exceed an additional twenty thousand dollars (\$20,000). The purchase of this additional insurance shall be made by September 1 of each school year and shall not be changed until September 1 of the next school year. Purchase of this insurance, at employee expense, shall be at the rates and conditions established by the insurance carrier.

C. Disability Insurance

The Board will provide long term disability insurance coverage of seventy percent (70%) of gross salary following all other provisions set forth in the present contract with the insurance carrier.

ARTICLE XIV MODIFICATION

Any modification of the estimated 2006-07 budget which is the result of action of the Iowa State Legislature or Iowa State Executive Branch, or change in enrollment of ten (10) or more students, will be cause for an adjustment of the ratified B.A. base salary according to the following procedure:

- A. If there is an enrollment increase after October 1, 2006, which will affect a change in the estimated 2007-08 and 2008-09 budget, the B.A. base salary will be adjusted to the extent of 55% of the per pupil cost times the enrollment change. It is understood that the October 1, 2006, certified enrollment includes those students enrolled in the regular K-12 program and the Greenview program. It does not include special education students or special education weighted students.
- B. If action of the Iowa State Legislature or Iowa State Executive Branch will affect a change in the 2007-08 or 2008-09 budget, the ratified B.A. base salary will be adjusted to the extent of 55% of the gain or loss to the budget. Funds designated for a specific categorical purpose shall not be cause for modification, with the exception of IPERS reimbursement.
- C. If the District participates in the Student Achievement and Teacher Quality Program (SF476), the following distribution method will be used.

This distribution will be separate from and in addition to the bargained salaries, Phase I, and Phase II for 2007-2008 and 2008-2009.

1. Minimum salaries for the first-year beginning teachers, second-year beginning teachers, and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed to all other teachers using a proration formula consistent with the existing salary schedule.

Adjustment will be done in \$10 increments with the usual rounding off procedure used.

ARTICLE XV VOLUNTARY TRANSFER

1. Definition: A voluntary transfer shall be the reassignment of a current employee to a position in a Reduction Pool as defined in Article III different from that of his/her current assignment at the employee's request.
2. Posting: The administration shall post notice of all vacancies for the following school year when they become open. Each posting shall contain the building, grade level, and/or courses associated with each vacancy as well as the date the vacancy was posted. Vacancies arising during the current year shall be posted as soon as it is practical to do so. It is understood that the administration may wish to absorb a potential vacancy through attrition or by a realignment of staff within the Reduction Pool in which the potential vacancy exists.
3. Application: Employees who wish to request a transfer to any vacancy shall so inform the Superintendent by letter within seven (7) calendar days of the posting of the position.
4. Administrative Response: No action to include advertising shall be taken to fill a posted vacancy from outside until all requests for voluntary transfer have been given serious consideration.
5. Seniority: For purposes of staff reduction only, an employee whose request for voluntary transfer is honored shall enter his/her reduction pool with zero years of seniority, unless he/she has previously served in this reduction pool. Should said employee at some future time return to his/her previous pool, he/she shall retain all years of seniority accrued during his/her previous tenure in that pool. An employee may accrue seniority for purposes of staff reduction in any reduction pool only while assigned within that pool, except as otherwise stipulated in Article XVI Involuntary Transfer.
6. Current Employee Preference: Requests for voluntary transfers may be honored to the extent that the transfer does not conflict with the instructional and program needs of Waverly-Shell Rock Community Schools. No such request will be denied or made for wholly arbitrary or capricious reasons.

ARTICLE XVI INVOLUNTARY TRANSFER

1. **Definition:** An involuntary transfer shall be the reassignment of a current employee to a Reduction Pool as defined in Article III different from that of his/her current assignment at the employer's request.
2. **Limitations:** No involuntary transfer shall be made until due consideration has been given to any request for voluntary transfer, and a good faith effort has been made to fill the position from outside the system.
3. **Employee rights:** An employee to be involuntarily transferred shall have the right to a meeting with the Superintendent prior to the transfer. At this time the need for the transfer will be explained and the lack of any appropriate candidates either from within or outside the system will be documented.
4. **Seniority:** In the case of an involuntary transfer and only in such a case, the employee shall retain all seniority for purposes of staff reduction accrued in his/her current Reduction Pool to be carried into his/her new Reduction Pool.

ARTICLE XVII COMPLIANCE CLAUSES AND DURATION

A. Compliance Between Individual Contracts and Comprehensive Agreement

Any existing or new individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law. Should any article, section, or clause of this Agreement be declared illegal by a court, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. All other provisions or applications shall continue in full force and effect.

C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, and when hereafter employed.

D. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, the Board at 1415 4th Avenue SW, Waverly, Iowa
2. If by Board, to Association at 1415 4th Avenue SW, Waverly, Iowa

E. Duration Period

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2008.

This Agreement shall automatically continue in force and effect for equivalent periods except as may be amended, modified, or substituted by mutual agreement between the Board and the Association.

F. Days of Service

The number of days of service, which includes school days, inservice days, and parent-teacher-student conference days shall be no more than 192. Any contractual days added beyond the stated 192 shall be paid per diem.

G. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature placed thereon, all on the 30th day of April, 2007.

Waverly-Shell Rock Education
Association

By Judy Meyer
President, Judy Meyer

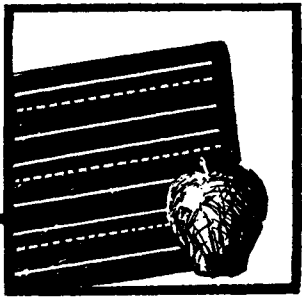
By Jana Bruns
Co-Chief Negotiator, Jana Bruns

By Jeff Orvis
Co-Chief Negotiator, Jeff Orvis

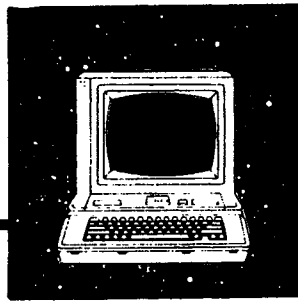
Waverly-Shell Rock Community School
Board of Directors

By Dale Emmert
President, Dale Emmert

By Jere Vyverberg
Chief Negotiator, Jere Vyverberg



Tradition



Vision

Waverly-Shell Rock Community Schools

May 15, 2007

Waverly-Shell Rock Education Association
1415 4th Avenue S.W.
Waverly, Iowa 50677

Dear WSREA:

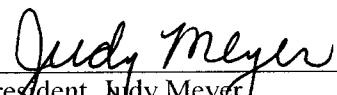
W-SR/WSREA Negotiations 2007


Agreed to formula for determining percentages, monetary total package increase for the 2008-2009 school year:

- A. Determine the 6 highest and 6 lowest districts closest to the same percentage new money as W-SR that have settled by the 1st Monday after May 1st. Throw out highest and lowest. Average the remaining 10.
- B. Determine the mean settlement on the 1st Monday after May 1st of districts in Iowa to settle using an average of IASB and ISEA reported settled percentages.
- C. Find the average of A and B above to determine the package percentage agreed on by the WSREA and Waverly-Shell Rock Board of Education.

Rationale: The formula would assist in determining the monetary settlement for negotiations. It provides greater information for the future budget needs.


Waverly-Shell Rock Education
Association

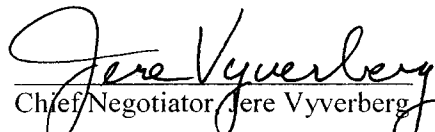

President, Judy Meyer


Co-Chief Negotiator, Jana Bruns


Co-Chief Negotiator, Jeff Orvis

Waverly-Shell Rock Community School
Board of Directors


President, Dale Emmert


Chief Negotiator, Jere Vyverberg

Central Offices
Superintendent
Business Manager
Fax

1415 4th Ave. S.W.
Waverly, Iowa 50677

319-352-3630
319-352-5665
319-352-5676